

01-18-2005

Form **PTO-1594** (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



COMMERCE
Trademark Office

**RECORDATION FOR
TRADEMARKS ONLY** 102921501

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Phoenix Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) 12/30/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Phoenix Products, LLC

Internal Address: _____

Street Address: 8050 Philips Highway
City: Jacksonville

State: FL

Country: USA Zip: 32256

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship Florida

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2,392,201 -#1
2,529,768 -#2

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
#1 - FIRE-STEEL, issued 10/3/2000
#2 - DIESEL DIRECTOR, issued 1/15/2000

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Kathleen Holbrook Cold

Internal Address: _____

Street Address: Suite 2301
One Independent Drive

City: Jacksonville

State: FL Zip: 32202

Phone Number: 904-356-6311

Fax Number: 904-356-7330

Email Address: kcold@hacsr.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Kathleen Cold

Signature

Kathleen Holbrook Cold

Name of Person Signing

1/7/05

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/14/2005 DBYRNE 00000010 2392201

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

ASSIGNMENT

This Assignment, made this 30th day of December, 2004, by:

Phoenix Products, Inc. (hereinafter referred to as Assignor), of Jacksonville, Florida.

Whereas Assignor is the owner of all right, title and interest in and to certain property described in Exhibit E attached hereto (the Assigned Property)

Whereas Phoenix Products, LLC, a Florida limited liability company, with principal place of business at 8040 Philips Highway, Jacksonville, Florida 32207 (hereafter referred to as Assignee) is desirous of acquiring the entire right, title and interest in and to the Assigned Property:

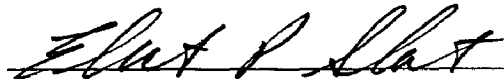
Now, therefore, in consideration of ten dollars (\$10.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Assigned Property, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

And for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the Assigned Property, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

And for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with the Assigned Property, is necessary and desirable, then Assignor agrees to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Property, without charge to Assignee, its successors, legal representatives and assigns.

[Signature Page Follows]


Signed at Jacksonville, in the County of Duval, State of Florida, this 30th day of December, 2004.



Phoenix Products, Inc.
By: Electus P. Slater, President

State of Florida
County of Duval

On this 30th day of December, 2004, personally before me came Electus P. Slater, as President of Phoenix Products, Inc., known to me or properly identified to me to be the person described in and who signed the annexed assignment, and being duly sworn, acknowledged that he executed the same.



Notary Public
Printed Name:
Commission Number:
My Commission Expires:

I. Trademarks, Service Marks, Trade Dress and Domain Names

(a) United States Trademark Registration No. 2,392,201 for the mark **FIRE-STEEL**, issued October 3, 2000.

(b) United States Trademark Registration No. 2,529,768 for the mark **DIESEL DIRECTOR**, issued January 15, 2002.

(c) The Trademark and Service Mark **PHOENIX**, including formatives thereof, such as **PHOENIX PRODUCTS, PHOENIX TANKS** and the like.

(d) All rights in the distinctive "Phoenix" logotype used by Phoenix Products on its advertising and promotional materials.

(e) All trade dress associated with the product line of Phoenix Products.

(f) The domain name www.phoenixprods.com and any other domain names utilized in the Phoenix Business.

II. Copyrights

(a) All copyrights associated with any written or visual materials associated with the Phoenix Product line.